



BOARD OF PUBLIC WORKS & SAFETY APRIL 8, 2004 MINUTES

Mayor Charles Henderson called the meeting to order at 8:32 a.m.

PRESENT:	Board members Warren Beville, Mayor Henderson, Kevin Hoover; Clerk-Treasurer Jeannine Myers; City Attorney Shawna Koons-Davis; and Director of Engineering Paul Peoni.
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Mr. Beville moved to accept the minutes of the regular session of March 18th as presented. Second by Mr. Hoover. Vote: Ayes.

Mike Ramsey of Projects Plus represented Walnut Woods, Section 2 to ask for execution of a replat for lots 101 and 102. The developer wants to move the lot line. Mr. Peoni discussed the City's concern of ensuring that they were not affecting the City's easements that contain our sewers. Per the Sanitation Superintendent, there is no sanitary sewer to be affected, he confirmed. Mr. Hoover moved to approve the request for the replat and execute the document. Second by Mr. Beville. Vote: Ayes.

For Grassy Creek Commons, Dean McFarland of Heritage Development, asked for acceptance of signage, acceptance of the maintenance bond and release of the performance bond. Mr. Peoni indicated that everything is in order concerning the traffic control and street name signs. The City Attorney has approved the bond form. Mr. Hoover, per Mr. Peoni's memo, moved to:

- 1) Accept the traffic control and street name signs at Grassy Creek Commons.
- 2) Accept three (3) year maintenance bond #1006112 in the amount of \$321 from Lexon Insurance Company for the traffic control and street name signs at Grassy Creek Commons.
- 3) Release performance bond #B21867331 in the amount of \$1,605 from Gulf Insurance Company for the installation of the traffic control and street name signs at Grassy Creek Commons.

Second by Mr. Beville. Vote: Ayes.

Steve Williams of Franklin Engineering represented Stone Village Partners for Stone Village, Section 2, a 13-lot doubles development and asked for acceptance of the sanitary sewers, acceptance of the maintenance bond and execution of the plat. Mr. Peoni confirmed that everything is in order, but there is a minor item on the plat to be cared for. The streets in the subdivision are private streets, which had been overlooked, and City sewer lines are in the area, so we need to have an easement. Mr. Williams thought that was in the covenants but offered to add a notation to the plat. The bonds are in order, noted counsel. Mr. Hoover moved to accept the sanitary sewers in Stone Village, Section 2, accept the maintenance bonds, and execute the plat, with the Engineering Department to hold the plat pending any final changes deemed appropriate. Second by Mr. Beville. Vote: Ayes.

On Providence Green Section 4, a representative of Centex Homes came forward to ask for acceptance of performance bonds and execution of the plat. Mr. Peoni noted that they have received all the appropriate bonds; minor changes are needed on the plat, which should arrive in the next day or so. On the form of the bonds Ms. Koons-Davis indicated that the name and title of the principal signing on behalf of Centex needs to be on the bond form. Mr. Hoover moved to:

- 1) Accept performance bond #SU 5006464 in the amount of \$18,181 from Arch Insurance Company for the installation of the sanitary sewers at Providence Green Subdivision, Section 4.
- 2) Accept performance bond #SU 5006465 in the amount of \$61,563 from Arch Insurance Company for the installation of the street improvements at Providence Green Subdivision, Section 4.
- 3) Accept performance bond #SU 5006468 in the amount of \$17,908 from Arch Insurance Company for the installation of the sidewalks at Providence Green Subdivision, Section 4.

- 4) Accept performance bond #SU 5006469 in the amount of \$1,002.10 from Arch Insurance Company for the installation of the signs & monuments at Providence Green Subdivision, Section 4.
- 5) Execute the plat, all contingent upon:
 - a) City Attorney review and approval of the form of the performance bonds.
 - b) Final review and approval of the plat by the Engineering Department.
 - c) Payment of the 1/3 SAF fee by the developer.

Second by Mr. Beville. Vote: Ayes.

Concerning Woodgate Subdivision, Section 3, Mr. Peoni explained that they are asking for a release of a three-year maintenance bond for sanitary sewers that expired last year. The Sanitation Superintendent was notified of the request and indicated that there appear to be no problems in the area, he added. Per Mr. Peoni's memo, Mr. Beville moved to:

- 1) Release three (3) year maintenance bond #154768 in the amount of \$5,551.74 from Frontier Insurance Company for the sanitary sewers at Woodgate Subdivision, Section 3.

Second by Mr. Hoover. Vote: Ayes.

Paul Maurer of Maurer & Smithers came forward on behalf of Texas Roadhouse at 270 Marlin Drive in the Menard's Commercial Subdivision. Mr. Maurer referred to a rendering of the plat to discuss his requests. They are requesting the execution of a sub plat. The additional sanitary sewer easement needed on the sub plat was highlighted in red. Mr. Maurer pointed out the existing sanitary sewer line on the Menard's site, which was constructed on the edge of the existing easement, and the manhole, which is one foot outside of the existing easement. The sewer line that Menard's built came out of the Meijer store, through their parking lot and was built during the construction of Marlin Drive and other Menard's infrastructure. Mr. Maurer then noted that his understanding on the encroachment of the easement would be for landscaping between the parking lot and Marlin Drive. Mr. Peoni interjected that it is for the south and north property lines also, for a storm and drainage line. Mr. Maurer added that the buffering on all sides of the restaurant is within easements. An additional easement is necessary to cover the sanitary sewer line, which is along the edge of the easement on the Menard's plat, and Mr. Maurer again discussed the confusion with a replat for Menard's. An additional sewer easement document will be prepared for the Menard's site. He then discussed the 80' section of line that has no slope; Jeff Clayton of American Consulting Engineering (ACE) is to discuss this with the Sanitation Superintendent. Mr. Maurer indicated they would have to remove about 300 feet of line to get the proper slope. The sewer line put in under Menard's parking lot is still under performance bond. Sanitation Superintendent Keith Meier indicated that the problem was discovered when the as-builts for Menard's were reshot for grade. Other businesses have already tied onto that line. Mr. Meier told the Board he has had conversations with Menard's representatives and Menard's has agreed to fix the problem but did not indicate a time line. Vickie Anderson, counsel with Menard's, said she was contacted a couple of days ago about the issue. Menard's told her that they have contacted the contractor and put them on notice. It needs more direction from the City, she added. Mr. Meier said he did not have information back from ACE yet to make a final determination. This led to discussion as to what was needed to have a comfort level. Mr. Peoni confirmed that the items listed on his memo for Texas Roadhouse are correct, with two conditions listed. One of the Plan Commission conditions was that the streets and other infrastructure for the Menard's Commercial Subdivision need to be accepted before the Texas Roadhouse is issued a land alteration permit. There was more discussion on landscaping and easement encroachment. Mr. Maurer suggested that the Board allow a building permit to be issued to Texas Roadhouse but put a condition of not issuing an occupancy permit until the Menard's infrastructure issue is resolved. It was decided by the Board that they cannot overturn the Plan Commission conditions. Those conditions must be met or reversed only by the Plan Commission. After extensive discussion, and referencing Mr. Peoni's memo for Texas Roadhouse, Mr. Hoover moved to:

- 1) Accept performance bond #5005616 in the amount of \$81,512 from Bond Safeguard Insurance Company for the installation of the dirtwork and storm sewers at the Texas Roadhouse Restaurant site.
- 2) Accept performance bond #5005615 in the amount of \$7,154 from Bond Safeguard Insurance Company for the installation of the erosion control at the Texas Roadhouse Restaurant site.
- 3) Accept the Inspection & Testing Agreement for all improvements except sanitary sewer for the Texas Roadhouse Restaurant site and ratify the acceptance of the 50% fee for these inspection services.
- 4) Execute the sub-plat, all subject to:
 - a) City Attorney and Engineering Department review and approval of revised performance bonds.

b) Final review and approval of the plat by the Engineering Department.

Second by Mr. Beville. Mr. Hoover modified his motion to say that with respect to encroachment of easement, they must have permission from all right holders to encroach. Second by Mr. Beville. Vote: Ayes. Mr. Hoover then moved to grant the encroachment request for utility and storm easements conditioned upon the applicant getting approval from all other persons who may have the right to use that easement. Second by Mr. Beville. Vote: Ayes.

Mr. Maurer next spoke on behalf of Devonshire II to request a dry detention waiver. Mr. Peoni confirmed that he has reviewed the revised drainage calculations. He has no problem with the request, as they will be able to get the required slope in the bottom of the swale, along with appropriate underdrains. Mr. Beville moved to grant the request for the dry detention waiver for Devonshire II – Apartment Complex based on the final review of the Engineering Department. Second by Mr. Hoover. Vote: Ayes.

Next for Greenwood Pointe Commercial Development, Mr. Maurer asked for acceptance of performance bonds and acceptance of the Inspection & Testing Agreement. Mr. Hoover, per Mr. Peoni's memo, moved to:

- 1) Accept performance bond #889239S in the amount of \$7,386 from Developers Surety and Indemnity Company for the installation of the dirtwork and storm sewers at Greenwood Pointe.
- 2) Accept performance bond #889240S in the amount of \$1,841 from Developers Surety and Indemnity Company for the installation of the erosion control at Greenwood Pointe.
- 3) Accept performance bond #889241S in the amount of \$15,979 from Developers Surety and Indemnity Company for the installation of the streets at Greenwood Pointe.
- 4) Accept performance bond #889242S in the amount of \$4,356 from Developers Surety and Indemnity Company for the installation of the sidewalks at Greenwood Pointe.
- 5) Accept performance bond #889243S in the amount of \$906 from Developers Surety and Indemnity Company for the installation of the signs & monuments at Greenwood Pointe.
- 6) Accept the Inspection & Testing Agreement for all improvements except sanitary sewer for Greenwood Pointe and ratify the acceptance of the 50% fee for these inspection services, all conditioned upon:
 - a) City Attorney and Engineering Department review and approval of revised performance bonds.

Second by Mr. Beville. Vote: Ayes.

For the sanitary sewer extension at 3425 W. County Line Road, Mr. Maurer referred to a drawing to point out the buildings. They would like to bring a sewer line from a manhole in Lincoln Park Subdivision to their property to get off the septic system. They are asking for approval of construction plans on the condition they receive the easements shown on the exhibit. After discussion, Mr. Hoover moved to grant the easements, subject to all offsite property owners signing off on them and City Attorney approval of the easement forms, and approval of the construction plans. Second by Mr. Beville. Vote: Ayes. Mr. Hoover then moved to accept the Inspection & Testing Agreement and ratify acceptance of the 50% fee. Second by Mr. Beville. Vote: Ayes.

Allison Randolph represented the Old Towne Merchants to ask permission for a Farmers' Market. Mr. Hoover moved to allow Farmers' Market to be open on Saturdays from April 24th through October from 8:00 a.m. until 12:00 noon and on Wednesdays from June 2nd through October from 2:30 p.m. until 6:00 p.m. at 355 S. Madison Avenue. Second by Mr. Beville. Vote: Ayes.

At 9:30 a.m., the Board recessed for a joint executive session with the Common Council, and reconvened at 10:30 a.m.

From the audience, Police Chief Hessman came forward to discuss the buildup of equipment in his department. One thing they have focused on is the serology aspect of their lab, he said, and they have reached the stage where they are fully equipped except for one instrument, which identifies DNA. The Chief gave an example where it took a year and a half, because of priorities, to get a blood sample on a vehicle theft matched with a suspect. Another case pending, involving child abuse, involved the collection of some 300 samples, the Chief said. The suspect requested a speedy trial, and the judge ordered all reports to be in court by April 12th to provide discovery for the defense. It took a couple of weeks to get an appointment so that the State Police could run the final step on the samples and were too busy to run all 300 samples. Looking at the equipment they would need, the Chief told the Board they did a carry over for \$65,000 and they have an opportunity to get the equipment for \$52,500. They sent requests to three companies and got responses from two – the bid for \$52,500 and another that has a much larger

instrument with capacity far beyond what we need, for \$72,000. Mr. Beville moved to allow the purchase from Applied Bio Industries of a capillary electrophoresis instrument for \$52,500. Second by Mr. Hoover. Vote: Ayes.

Human Resources Director Carolyn Gaier came forward to request renewal of the Fire Department insurance package. The package is \$22,500, management liability is \$2,514, the umbrella is \$5,581. Insurance for the Buckmoor Lift Station on our property and liability is \$41. Mr. Hoover moved to authorize the Clerk-Treasurer's office to pay those invoices. Second by Mr. Beville. Vote: Ayes.

At the next Board of Works meeting, Ms. Gaier will be bringing the proposal for our property and liability coverage. At the present time it is running about \$2,000 lower than last year.

Ms. Gaier next reported that today was our first CDL drug testing with Indiana Testing. It took 45 minutes, on site, as opposed to 3 hours, off site.

On her Status of Tasks, Ms. Koons-Davis discussed the Electric Service Agreement with Johnson County R.E.M.C. for the Hurricane Creek Lift Station. It is basically the same agreement as for the others. Mr. Beville moved to approve the Electric Service Agreement with Johnson County R.E.M.C. for the Hurricane Creek Sanitary Sewer Lift Station as negotiated by the City Attorney and to authorize the Mayor to sign the Agreement in the Board's behalf. Second by Mr. Hoover. Vote: Ayes.

On his Status of Tasks, Mr. Peoni first discussed the Aqua Systems store on State Road 135. A sidewalk easement and a sanitary sewer easement were overlooked. Maurer & Smithers have prepared the two easements. The legal descriptions and exhibits are acceptable. Mr. Beville moved to accept the two easements as described. Second by Mr. Hoover. Vote: Ayes.

The next item concerned the Eastside Interceptor, Section 2B, Change Order #2 with a net increase of \$70,148. The increase with the first two change orders, said Mr. Peoni, is about 1.8%. Mr. Peoni discussed details of the breakdown of the charges. Mr. Hoover moved to approve the contract change order for the Eastside Interceptor, Phase 2B. Second by Mr. Beville. Vote: Ayes.

Relating to the Eastside Interceptor, Phase 2A, Mr. Peoni presented another change order. There are four items that affect the change order; however the fourth item involving boring instead of open cutting to get under Sheek Road should not increase cost. Documentation was attached. This is the first change order for Phase 2A – a 0.3% increase to the overall contract. Mr. Beville moved to approve the change order as described. Second by Mr. Hoover. Vote: Ayes.

Ms. Myers mentioned that the Council is now looking at the claims and they are asking for more detail. They had a question on Mr. Beville's mileage claim for going to and from the meetings. Ms. Koons-Davis was not sure he should be paid mileage for doing this duty. Mayor Henderson knew he was getting mileage because Mr. Beville goes to look at different projects in the field. That would be fine, said the City Attorney, for extra duties. Mayor Henderson suggested that the City Attorney look at the claim. Mr. Hoover then moved to approve the claims with that amendment. Second by Mr. Beville. Vote: Ayes.

Mayor Henderson mentioned that the new limb pickup program started this week, with an employee on site part-time and new equipment.

Hunt Paving is back working on Meridian Street, the Mayor mentioned.

With no further business, the meeting adjourned at 10:55 a.m.